

Proclamation 2014-04

Honoring Dr. Ginger Rhode for her Contributions to Education

WHEREAS, on July 1, 2013, Dr. Ginger Rhode began her tenure as Interim Superintendent of Canyons School District, leading the district while the school board began a superintendent search after the departure of Dr. David Doty, and

WHEREAS, prior to her appointment, Dr. Rhode had served as Canyons' Deputy Superintendent and Chief Academic Officer from 2008 to 2013, following a distinguished career in education in which she held positions including special education teacher and teacher leader, principal, professor and program director, and

WHEREAS, Dr. Rhode is also a nationally-recognized author and has been honored several times for her work in special education and school administration, and

WHEREAS, during her time as Canyons' District Interim Superintendent, Dr. Rhode oversaw the successful implementation of Utah's first college- and career-ready high school diploma program, a district-wide grade reconfiguration and changes to school boundaries, as well as the opening of three new schools, and

WHEREAS, Dr. Rhode took time to be attentive and available to the students, parents, teachers and leaders of Cottonwood Heights, attending activities sponsored by both the school district and the city, from the celebration of the new Butler Middle School campus to the city's efforts to recognize outstanding teachers, and

WHEREAS, after a successful and admirable 35-year career in education, Dr. Rhode has chosen to retire;

NOW THEREFORE LET IT BE PROCLAIMED that the Cottonwood Heights City Council honors Dr. Ginger Rhode for her valuable work in the community, and commends her for making a positive difference in the lives of so many students during her time as a talented educator.

DATED this 22<sup>nd</sup> day of July, 2014.

Mayor Kelvyn H. Cullimore, Jr. \_\_\_\_\_

Councilman Michael L. Shelton \_\_\_\_\_

Councilman J. Scott Bracken \_\_\_\_\_

Councilman Michael J. Peterson \_\_\_\_\_

Councilman Tee W. Tyler \_\_\_\_\_

City Manager John W. Park \_\_\_\_\_



2014-15  
MONTHLY  
FINANCIAL REPORT

AS OF  
July 31, 2014

Prepared by: Finance

August 26, 2014  
Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The first monthly financial report for the new 2014-2015 fiscal year, month ending July 31, 2014 is presented for your review and comment.

The prior fiscal year of 2014 is still being reconciled and may include when final, capital project payments. Finance has been reviewing general ledger accounts and reconciliations in preparation for the annual independent audit. Annual Financial Statements should be ready to start compilation as soon as all final revenues on September 10<sup>th</sup> are received and capitalized assets are calculated and recorded in the general ledger.

Prior year sales tax receipts for the month of June, 2014 were reported this week and we received over \$495,600. The total amount received for fiscal year 2014 is \$5,203,814, which is an increase of 3.5 percent over prior year collections. Franchise fees from cable TV have also been received and finished fiscal year 2014 at \$303,918, an increase of 2.5 percent over prior year collections.

#### **General Fund – Revenue**

Real Property Taxes - Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with current monthly revenues, if any.

Sales Tax Collections – Collections for the city occur two months behind the merchant's collection and are first reported on our September Financial Report.

E911 Emergency Fees – The City continues to receive a part of the E911 revenues generated on telephones within the City boundaries.

Fee-In-Lieu of Property Taxes – Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with any currently monthly revenues.

Franchise Taxes (Cable TV) – This revenue source reports and pays on a quarterly basis and will first show on our October or November Financial Report. This revenue continues to increase slightly year over year.

Transient Room Tax Collections – This tax collection is reported by entities on the same schedule as general sales tax reporting.

Licenses and Permits –Business Licensing' activity is on target. Building permits have started this year on target. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are entering their seventh year.

Intergovernmental Revenues – Class C road funds are paid bi-monthly. Liquor Funds are distributed once a year in December. Other Federal Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.

Charges for Service – Zoning revenues are on target for the year. Billings for annual inspections of short term rentals as part of their annual business licensing have been billed in June in the prior year.

Fines and Forfeitures – Primary revenues from tickets processed through Holladay Justice court are reconciled and collected quarterly.

Miscellaneous/Interest – The interest earnings on our PTIF account with the State Treasurer is split among General Fund and Capital Projects Fund and other designated fund balances. Total earnings in all funds in the PTIF for the fiscal year are \$3,163.79 and are mostly credited to Capital Projects Fund balance.

### **General Fund – Expenditures**

General Government – All department expenditures are within budgeted amounts. Some departments have large annual expenditures during the first period of the year.

Public Safety - The Public Safety department includes police, fire and ordinance enforcement. The police department is within budget year to date. The fire department is billed quarterly and reflects payments for services through fiscal year-end September 30<sup>th</sup>. Ordinance Enforcement is within budget.

Highways & Public Improvements – Public Works expenditures are within budget. Impact Fee Programs include both Storm Water and Transportation fee projects. The Class C Road program budget is primarily for street lighting, water and the Salt Lake County Public Works roads contract.

Community and Economic Development - All department expenditures are within budget.

Debt Service - The City has a capital lease for leased public safety vehicles. Interest on this debt is accrued to the fiscal year in which it was earned.

### **General Fund - Other Financing Sources and Uses**

Unrestricted General Fund Balance Appropriated – This budgeted balance has been budgeted at \$471,063 from fiscal year 2014 fund balance.

Appropriated Beg Balances – Class C Road funds' carried forward from the prior year is estimated at zero.

Transfers - Transfers to the Capital Projects fund are budgeted and primarily expended at year-end when available funds are known. There is no budgeted transfer to Capital Projects.

### **General Fund – Fund Balance**

Fund Balance - The Beginning Balance of Unrestricted and Unassigned funds for fiscal year 2015 is currently not estimated. The Unrestricted Assigned General Fund Balance will be a 6.0 percent reserve to \$924,392. Of the Unrestricted and Unassigned General Funds \$471,063 has been appropriated.

### **Capital Projects – Revenue**

Revenue - Interest calculations are based on the PTIF earnings rate at the State of Utah Treasurer's Pool account for the City.

### **Capital Projects - Expenditures**

General Government –This budget includes \$15,836,906 for projects and engineering. Various projects are itemized as line items in this report.

### **Capital Projects – Other Financing Sources / Uses**

Transfers from General Fund – There is no budgeted transfer from the General Fund. Any possible transfers I the fiscal year will be made when annual revenues and expenditures are known and available funds are known at year end.

Reimbursements – Sales Tax Revenue Bonds – These funds come from the Sale Tax Revenue Bonds issued July 2, 2014. Reimbursements of amounts spent in fiscal year 2014 have been reimbursed in fiscal year 2015.

Unrestricted Assigned Capital Projects Appropriated Beg Bal – The current estimated amount of \$15,635,855 represents the prior year's estimated ending fund balance and includes the sales tax revenue bond revenues of 10,460,959. All prior budgeted capital projects funding that is unspent in fiscal year 2014 will be reviewed and re-appropriated though budget amendments in 2015 along with any additional unspent project funds.

### **Employee Benefits Fund – an Internal Service Fund**

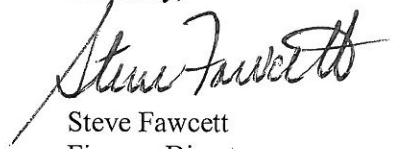
The purpose of this fund is to pay as you go with regards to employee's accrued benefits. This report shows the total balance in the PTO liability account and any uses during the reporting period. The year-end calculated amount of the potential future liability for lump sum payouts has been funded. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded \$1597.01 in FY 2014 based on actual accrued employee PTO (Personal Time Off) and is budgeted to receive an additional \$104,371 funding at year-end, but this

annual amount may be reduced in the future when additional actual needs are reassessed. Current funded liability balance is \$317,628.

**Community Events & Activity Summary**

This report is a compilation of various activities that are tracked to collect data by project or activity. The amounts shown are as of the date of the report.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Fawcett", with a stylized flourish at the end.

Steve Fawcett  
Finance Director  
Cottonwood Heights  
*"City between the Canyons"*

COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING JULY 31, 2014

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REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>TAXES</b>							
REAL PROPERTY TAXES	\$ 6,589,477	\$ 6,589,477	\$ 313,361	\$ 313,361	\$ -	\$ (6,276,116)	5%
GENERAL SALES AND USE TAXES	5,300,000	5,300,000	-	-	-	(5,300,000)	0%
E911 EMERGENCY TELEPHONE FEES	265,000	265,000	-	-	-	(265,000)	0%
FEE-IN-LIEU OF PROPERTY TAXES	390,000	390,000	177,719	177,719	-	(212,281)	46%
FRANCHISE TAXES - CABLE TV	331,700	331,700	-	-	-	(331,700)	0%
INNKEEPER TAX	25,000	25,000	-	-	-	(25,000)	0%
<b>TOTAL TAXES</b>	<b>12,901,177</b>	<b>12,901,177</b>	<b>491,079</b>	<b>491,080</b>	<b>-</b>	<b>(12,410,097)</b>	<b>4%</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS LICENSES AND PERMITS	220,000	220,000	8,913	8,913	-	(211,087)	4%
BUILDINGS, STRUCTURES AND EQUIPMENT	295,600	295,600	43,974	43,974	-	(251,626)	15%
ROAD CUT FEES	35,000	35,000	2,375	2,375	-	(32,625)	7%
ANIMAL LICENSES	10,000	10,000	1,195	1,195	-	(8,805)	12%
<b>TOTAL LICENSES AND PERMITS</b>	<b>560,600</b>	<b>560,600</b>	<b>56,457</b>	<b>56,457</b>	<b>-</b>	<b>(504,143)</b>	<b>10%</b>
<b>INTERGOVERNMENTAL REVENUE</b>							
FEDERAL GRANTS	-	-	-	-	-	-	0%
JUSTICE ASSISTANCE GRANT	-	-	-	-	-	-	0%
BVP - Bullet Proof Vest Program	-	-	-	-	-	-	0%
CRIME VICTIM ASSISTANCE GRANT	20,000	20,000	-	-	-	(20,000)	0%
HOMELAND SECURITY GRANTS	-	-	-	-	-	-	0%
STATE CLICK IT TICKET	-	-	-	-	-	-	0%
HIGHWAY SAFETY DUI OT GRANT	-	-	-	-	-	-	0%
JUV ALC ENF - EZ GRANT	-	-	-	-	-	-	0%
CLASS C ROADS	1,090,000	1,090,000	-	-	-	(1,090,000)	0%
LIQUOR FUND ALLOTMENT	45,000	45,000	-	-	-	(45,000)	0%
LOCAL GRANTS	-	-	-	-	-	-	0%
MISC LOCAL GRANTS	-	-	-	-	-	-	0%
ULGT GRANT	-	-	-	-	-	-	0%
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>1,155,000</b>	<b>1,155,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,155,000)</b>	<b>0%</b>
<b>CHARGES FOR SERVICE</b>							
ZONING AND SUB-DIVISION FEES	170,000	170,000	6,237	6,237	-	(163,763)	4%
SALE OF MAPS AND PUBLICATIONS	-	-	36	36	-	36	0%
VARIOUS OTHER FEES	5,500	5,500	-	-	-	(5,500)	0%
<b>TOTAL CHARGES FOR SERVICE</b>	<b>175,500</b>	<b>175,500</b>	<b>6,273</b>	<b>6,273</b>	<b>-</b>	<b>(169,227)</b>	<b>4%</b>
<b>FINES AND FORFEITURES</b>							
COURT'S FINES	535,000	535,000	-	-	-	(535,000)	0%
FORFEITURES	-	-	-	-	-	-	0%
<b>TOTAL FINES AND FORFEITURES</b>	<b>535,000</b>	<b>535,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(535,000)</b>	<b>0%</b>
<b>MISCELLANEOUS REVENUE</b>							
INTEREST REVENUES	14,000	14,000	1,470	1,470	-	(12,530)	11%
MISCELLANEOUS REVENUES	35,853	35,853	1,740	1,740	-	(34,113)	5%
Sale of Surplus Assets	-	-	5,286	5,286	-	5,286	0%
POLICE RECORDS REVENUES	15,000	15,000	985	985	-	(14,015)	7%
EVENT REVENUES	14,401	14,401	18,482	18,482	-	4,081	128%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>79,254</b>	<b>79,254</b>	<b>27,962</b>	<b>27,962</b>	<b>-</b>	<b>(51,292)</b>	<b>35%</b>
<b>TOTAL REVENUES</b>	<b>\$ 15,406,531</b>	<b>\$ 15,406,531</b>	<b>\$ 581,771</b>	<b>\$ 581,772</b>	<b>\$ -</b>	<b>\$ (14,824,759)</b>	<b>4%</b>

FOR ADMINISTRATION USE ONLY

8% OF THE FISCAL YEAR HAS ELAPSED

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COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING JULY 31, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
<b>LEGISLATIVE</b>							
MAYOR & CITY COUNCIL	\$ 540,108	\$ 540,108	\$ 54,117	\$ 54,117	\$ -	\$ 485,991	10%
PLANNING COMMISSION	6,000	6,000	125	125	-	5,875	2%
LEGISLATIVE COMMITTEES & SPECIAL BODIES	144,000	144,000	16,966	16,966	-	127,034	12%
<b>TOTAL LEGISLATIVE</b>	<b>690,108</b>	<b>690,108</b>	<b>71,208</b>	<b>71,208</b>	<b>-</b>	<b>618,900</b>	<b>10%</b>
<b>JUDICIAL</b>							
COURTS & CITY PROSECUTOR & DEFENDER	365,000	365,000	-	-	-	365,000	0%
LIQUOR TAX FUNDS	35,000	35,000	-	-	-	35,000	0%
<b>TOTAL JUDICIAL</b>	<b>400,000</b>	<b>400,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000</b>	<b>0%</b>
<b>EXECUTIVE AND CENTRAL STAFF</b>							
CITY MANAGER & GENERAL GOVERNMENT	716,590	716,590	73,247	73,247	-	643,343	10%
CITY MANAGER - EMERGENCY MANAGEMENT	30,600	30,600	1,955	1,955	-	28,645	6%
INFORMATION TECHNOLOGY	137,100	137,100	8,097	8,097	-	129,003	0%
<b>TOTAL EXECUTIVE &amp; CENTRAL STAFF</b>	<b>884,290</b>	<b>884,290</b>	<b>83,300</b>	<b>83,300</b>	<b>-</b>	<b>800,991</b>	<b>9%</b>
<b>ADMINISTRATIVE AGENCIES</b>							
FINANCE	377,381	377,381	28,359	28,359	-	349,022	8%
ATTORNEY	227,482	227,482	23,453	23,453	-	204,030	10%
ADMINISTRATIVE SERVICES/RECORDER	462,367	462,367	36,142	36,142	-	426,225	8%
ELECTIONS	-	-	-	-	-	-	0%
<b>TOTAL ADMINISTRATIVE AGENCIES</b>	<b>1,067,230</b>	<b>1,067,230</b>	<b>87,953</b>	<b>87,953</b>	<b>-</b>	<b>979,277</b>	<b>8%</b>
<b>TOTAL GENERAL GOVERNMENT</b>	<b>3,041,628</b>	<b>3,041,628</b>	<b>242,461</b>	<b>242,461</b>	<b>-</b>	<b>2,799,168</b>	<b>8%</b>
<b>PUBLIC SAFETY</b>							
POLICE	5,249,542	5,249,542	498,090	498,090	-	4,751,452	9%
FIRE	3,466,008	3,466,008	857,253	857,253	-	2,608,755	25%
ORDNANCE ENFORCEMENT	153,882	153,882	11,012	11,012	-	142,870	7%
<b>TOTAL PUBLIC SAFETY</b>	<b>8,869,433</b>	<b>8,869,433</b>	<b>1,366,355</b>	<b>1,366,355</b>	<b>-</b>	<b>7,503,078</b>	<b>15%</b>
<b>HIGHWAYS AND PUBLIC IMPROVEMENTS</b>							
PUBLIC WORKS (NON-CLASS C)	1,444,425	1,444,425	52,540	52,540	-	1,391,885	4%
IMPACT FEE PROGRAM	-	-	-	-	-	-	0%
CLASS C ROAD PROGRAM	1,090,000	1,090,000	-	-	-	1,090,000	0%
<b>TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT</b>	<b>2,534,425</b>	<b>2,534,425</b>	<b>52,540</b>	<b>52,540</b>	<b>-</b>	<b>2,481,885</b>	<b>2%</b>
<b>COMMUNITY AND ECONOMIC DEVELOPMENT</b>							
COMMUNITY AND ECONOMIC DEVELOPMENT	70,000	70,000	2,342	2,342	-	67,658	3%
PLANNING	445,632	445,632	33,071	33,071	-	412,561	7%
ENGINEERING	560,000	560,000	-	-	-	560,000	0%
<b>TOTAL COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>	<b>1,075,632</b>	<b>1,075,632</b>	<b>35,414</b>	<b>35,414</b>	<b>-</b>	<b>1,040,218</b>	<b>3%</b>



COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING JULY 31, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>DEBT SERVICE</b>							
INTEREST AND PRINCIPAL	356,476	356,476	11,682	11,682	-	344,794	3%
<b>TOTAL DEBT SERVICE</b>	356,476	356,476	11,682	11,682	-	344,794	3%
<b>TOTAL EXPENDITURES</b>	<u>\$ 15,877,593</u>	<u>\$ 15,877,593</u>	<u>\$ 1,708,451</u>	<u>\$ 1,708,451</u>	<u>\$ -</u>	<u>\$ 14,169,142</u>	<u>11%</u>
<b>EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES</b>	<u>\$ (471,062)</u>	<u>\$ (471,062)</u>	<u>\$ (1,126,681)</u>	<u>\$ (1,126,680)</u>	<u>\$ -</u>	<u>\$ (655,617)</u>	
<b>OTHER FINANCING SOURCES</b>							
UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATED	471,063	471,063	471,063	471,063	-	0	100%
RESTRICTED CLASS C ROADS BEG BAL (estimated)	-	-	-	-	-	-	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<u>471,063</u>	<u>471,063</u>	<u>471,063</u>	<u>471,063</u>	<u>-</u>	<u>0</u>	<u>100%</u>
<b>Subtotal Available Revenues &amp; Sources</b>	0	0	(655,618)	(655,617)	-	(655,617)	-168106831%
TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Roads	-	-	-	-	-	-	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND	-	-	-	-	-	-	0%
<b>TOTAL OTHER FINANCING USES</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<b>CURRENT CHANGE IN FUND BALANCE</b>	0	0	(655,618)	(655,617)	-	(655,617)	
UNRESTRICTED GENERAL FUND BALANCE - unappropriated (est.)	-	-	-	-	-	-	0%
UNRESTRICTED ASSIGNED GENERAL FUND 6%	899,412	924,392	-	-	-	(924,392)	0%
<b>FUND BALANCE - "EXPECTED"</b>	<u>899,412</u>	<u>924,392</u>	<u>\$ (655,618)</u>	<u>\$ (655,617)</u>	<u>\$ -</u>	<u>\$ (1,580,009)</u>	<u>-71%</u>
<b>Fund Balance Expected:</b>							
Unrestricted Assigned General Fund 6 %	\$ 899,412	\$ 924,392	\$ (655,618)	\$ (655,617)	\$ -	(924,392)	100%
Unrestricted Unassigned General Fund (Current Estimate)	0	-	-	-	-	(655,617)	

Cottonwood Heights  
45 - Capital Projects Fund  
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual  
For the Fiscal Period Ending July 31, 2014

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
FEDERAL GRANT - CDBG	\$ 121,051	\$ 121,051	-	-	\$ -	\$ (121,051)	0%
STATE GRANT	-	-	-	-	-	-	0%
LOCAL GRANT REVENUE	-	-	-	-	-	-	0%
IMPACT FEES - CURRENT YEAR COLLECTIONS	50,000	50,000	3,029	3,029	-	46,971	0%
INTEREST REVENUES	30,000	30,000	1,597	1,597	-	(28,403)	5%
<b>TOTAL REVENUES</b>	<b>201,051</b>	<b>201,051</b>	<b>4,625</b>	<b>4,625</b>	<b>-</b>	<b>(102,483)</b>	<b>2%</b>
<b>EXPENDITURES</b>							
PAVEMENT MANAGEMENT	966,926	966,926	-	-	-	966,926	0%
ADA RAMPS	121,051	121,051	-	-	-	121,051	0%
INTERSECTION IMPROVEMENTS	-	-	-	-	-	-	0%
TRAFFIC CALMING	-	-	-	-	-	-	0%
STORM DRAIN IMPROVEMENTS	25,000	25,000	-	-	-	25,000	0%
CROSS GUTTER REPLACEMENT	-	-	-	-	-	-	0%
BIG COTTONWOOD CANYON TRAIL	-	-	-	-	-	-	0%
SIDEWALK REPLACEMENT	-	-	-	-	-	-	0%
CITY CENTER AND PARKS	-	-	1,788	1,788	-	(1,788)	0%
PUBLIC WORKS SITE	1,956,500	1,956,500	-	-	-	1,956,500	0%
BENGAL BLVD	1,351,470	1,351,470	-	-	-	1,351,470	0%
SAFE SIDEWALKS	-	-	-	-	-	-	0%
MOUNTVIEW PARK	-	-	-	-	-	-	0%
CIP - SUSTAINABILITY PLAN	-	-	-	-	-	-	0%
HAZARD MITIGATION	-	-	-	-	-	-	0%
1700 E RECONSTRUCTION	-	-	-	-	-	-	0%
UNION PK LANDSCAPE/ACMgmt	-	-	5,290	5,290	-	(5,290)	0%
BUTLER MIDDLE AUDITORIUM	-	-	-	-	-	-	0%
FT UNION PARK & RIDE	925,000	925,000	-	-	-	925,000	0%
GOLDEN HILLS PARK	-	-	-	-	-	-	0%
TRAFFIC ADAPTIVE	-	-	-	-	-	-	0%
PIPPEN DR STORM DRAIN	-	-	-	-	-	-	0%
HIGHLAND DR ACCESS RAMP	-	-	-	-	-	-	0%
3000 EAST WALL CONSTRUCTION	-	-	-	-	-	-	0%
BROWN SANFORD INV & ASSESSMENT	30,000	30,000	-	-	-	30,000	0%
MISCELLANEOUS SMALL PROJECTS	-	-	-	-	-	-	0%
CITY MUNICIPAL CENTER	10,460,959	10,460,959	95,111	95,111	-	10,365,848	1%
NEIGHBORHOOD ISSUES MISC	-	-	-	-	-	-	0%
<b>TOTAL EXPENDITURES</b>	<b>15,836,906</b>	<b>15,836,906</b>	<b>102,189</b>	<b>102,189</b>	<b>-</b>	<b>15,734,718</b>	<b>1%</b>
<b>OTHER FINANCING SOURCES (USES)</b>							
TRANSFERS FROM GENERAL FUND	-	-	-	-	-	-	0%
TRANSFERS FROM GENERAL FUND - Class C	-	-	-	-	-	-	0%
RESTRICTED STORM DRAIN IMPACT FUND	-	-	-	-	-	-	100%
REIMBURSEMENTS - SALES TAX REVENUE BOND	-	-	3,937,833	3,937,833	-	(3,937,833)	0%
UNRESTRICTED ASSIGNED CIP FUND - appropriated	15,635,855	15,635,855	-	-	-	15,635,855	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>15,635,855</b>	<b>15,635,855</b>	<b>3,937,833</b>	<b>3,937,833</b>	<b>-</b>	<b>11,698,023</b>	<b>25%</b>
<b>Fund Balance Expected:</b>							
Unrestricted Assigned CIP Fund Bal (carried forward projects)	\$ (0)	\$ (0)	3,840,269	3,840,269	\$ -	3,840,269	0%

Cottonwood Heights  
65-Employee Benefits Fund (an Internal Service Fund)  
Statement of Revenues, Expenditures July 31, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>OPERATING REVENUES</b>							
CHARGES FOR EMPLOYEE BENEFITS	\$ 104,371	\$ 104,371	\$ -	\$ -	\$ -	\$ (104,371)	0%
	104,371	104,371	-	-	-	(104,371)	0%
<b>OPERATING EXPENSES</b>							
EMPLOYEE BENEFIT ACCRUALS	105,271	105,271	-	-	-	105,271	0%
	105,271	105,271	-	-	-	105,271	0%
<b>OPERATING INCOME (LOSS)</b>	(900)	(900)	-	-	-	900	0%
<b>NON-OPERATING REVENUES</b>							
INTEREST REVENUES	900	900	127	127	-	(773)	14%
<b>NON-OPERATING INCOME (LOSS)</b>	900	900	127	127	-	(773)	
Change in Net Position	\$ -	\$ -	\$ 127	\$ 127	\$ -	\$ 127	0%

NOTE: Balance of Liability Account

NET ACCUMULATED LIABILITY - BEGINNING OF FY  
ACCURED FUTURE LIABILITY ADDED FY2015  
NET ACCUMULATED LIABILITY - ENDING OF FY

\$ 317,628  
105,271  
\$ 422,899

\*\*Calculations & Accruals made at year-end.

Activity Code Summary  
As of  
Jul 31, 2014

Activity Number	Activity Name	Adopted Fiscal Year Budget	Changes to Fiscal Year Budget	Modified Fiscal Year Budget	YTD Expenses	YTD Reimbursements or Revenue	Remaining Budget
401	Activity-Neighborhood Watch	500.00	0.00	500.00	0.00	0.00	500.00
700	Events-Misc. City	4,750.00	0.00	4,750.00	0.00	0.00	4,750.00
702	Events-Meet the Candidates (YCC Sponsor)	500.00	0.00	500.00	0.00	0.00	500.00
703	Events-Halloween Event	750.00	0.00	750.00	0.00	0.00	750.00
704	Events-Emergency Fair	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
733	Events-CWHPRSA Hosting/Sponsor Contract	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
718	Events-CWHPRC Adult Tennis Classic Sponsorship	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
719	Events-CWHPRC Movie in the Park Sponsorship	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
721	Events-CWHPRC Turkey Day Run Sponsorship	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
710	Events-Youth City Council	5,000.00	0.00	5,000.00	0.00	0.00 RV	5,000.00
711	Events-City Birthday Party	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
713	Events-Bark in the Park/Pooch Plunge	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
716	Events-Easter Egg Hunt	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
724	Events-Butterville Days and Float	52,000.00	0.00	52,000.00	41,766.10	-19,275.00 RB	29,508.90
724	Events-Butterville Days Taxable Sales	0.00	0.00	0.00	0.00	-3,717.00 RV	NA
725	Events-History Committee	2,500.00	0.00	2,500.00	396.78	0.00	2,103.22
734	Events-History Markers along Big Cottonwood Trail	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
726	Events-Biking Committee	500.00	0.00	500.00	0.00	0.00	500.00
727	Events-Arts Council Play	10,000.00	0.00	10,000.00	9,296.91	0.00 RB	703.09
732	Events-Arts Council Play-carryover from FY2013	0.00	0.00	0.00	0.00	0.00	0.00
727	Events-Arts Council Play Reimbursements/Ticket Sales	0.00	0.00	0.00	0.00	-13,427.00 RV	0.00
727	Events-Arts Council Play Taxable Sales	0.00	0.00	0.00	0.00	-714.75 RV	0.00
732	Events-Arts Council Non Play Activities	0.00	0.00	0.00	177.00	0.00 RV	-177.00
213	Events-Sorenson Literary grant (carryover)	0.00	0.00	0.00	0.00	0.00 RV	0.00
204	Grants-2012-13 ZAP Grant-Arts Council	0.00	0.00	0.00	0.00	0.00 RV	0.00
728	Events-Night Out Against Crime	0.00	0.00	0.00	0.00	0.00	0.00
729	Events-City Awards and Recognition	0.00	0.00	0.00	0.00	0.00	0.00
730	Events-Volunteer Recognition	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
731	Events-City Banner Program	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
735	Activity-Golden Hills Park Site/Development Plan	0.00	0.00	0.00	0.00	0.00	0.00
Total		144,000.00	0.00	144,000.00	51,636.79	-37,133.75	111,638.21

1 Budget Amendment-FY2013 carryover

2 Budget Amendment-Other

3 Budget Amendment-FY2014 budget earned revenue

**Capital Projects**

See report on Capital Projects fund 45



# COTTONWOOD HEIGHTS



**JULY 2014 FIRE REPORT**





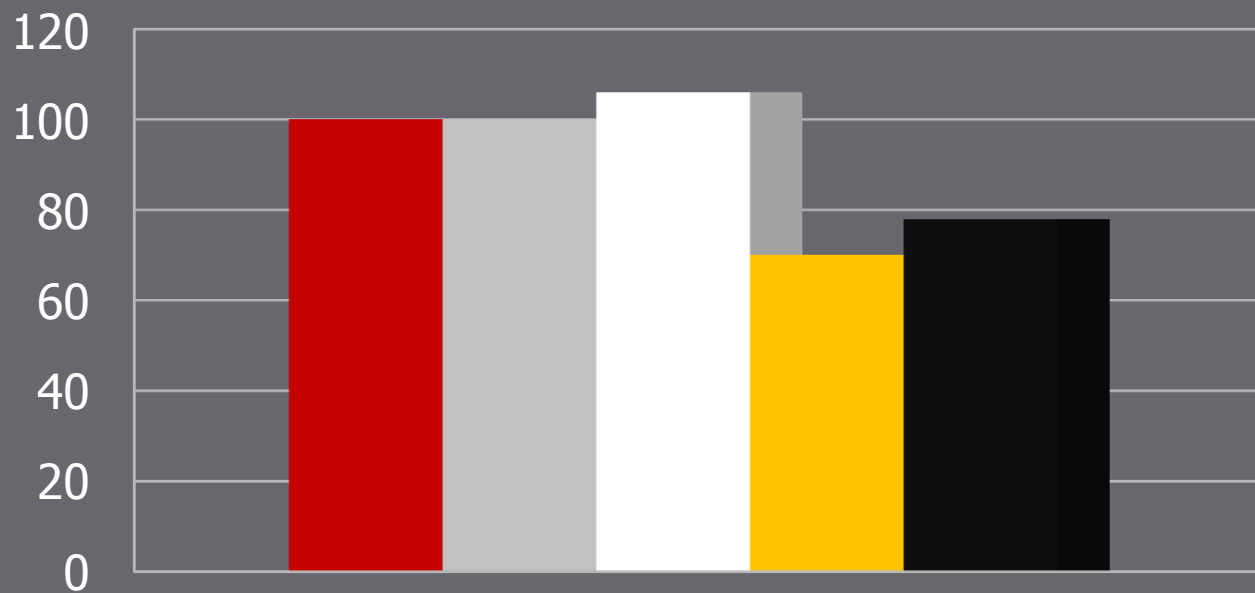
# July Monthly Call Volume

	UFA Fire Station				
		Staffing	Fire	Medical	Grand Total
1	Station 101, West Millcreek 790 East 3900 South	7*	45	325	370
2	Station 118, Taylorsville 5317 South 2700 West	5	68	191	259
3	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	5	51	193	244
4	Station 117, Taylorsville 4545 South Redwood Road	5	44	190	234
5	Station 126, Midvale 607 East 7200 South	5	63	164	227
6	Station 109, Kearns 4444 West 5400 South	5	44	143	187
7	Station 125, Midvale 7683 South Holden St.	5	32	153	185
8	Station 104, Holladay 4626 South Holladay Blvd.	5	39	125	164
9	Station 106, East Millcreek 1911 East 3300 South	5	34	130	164
10	Station 107, Kearns 6305 South 5600 West	4	43	118	161
11	Station 105, Draper 780 East 12300 South	3	57	102	159
12	Station 111, Magna 8215 West 3500 South	5	40	103	143
13	Station 112, Olympus 3612 East Jupiter Drive	5	35	99	134
14	Station 124, East Riverton 12662 S. 1300 W.	4	28	86	114
15	Station 114, Draper 14324 South 550 East	3	27	82	109
16	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	27	78	105
17	Station 102, Magna 8609 West 2700 South	4	23	79	102
18	Station 121, Riverton 4146 West 12600 South	5	53	47	100
19	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5*	22	60	82
20	Station 103, Herriman 5916 West 13100 South	3	24	43	67
21	Station 252, 3785 East Pony Express Parkway	3*	20	30	50
22	Station 120, Riverton 13000 South 2700 West	4*	17	27	44
23	Station 115, Copperton 8495 West State Road 48	3	15	15	30
24	Station 122, Draper 14903 South Deer Ridge Road	3*	11	19	30
25	Station 113, Little Cottonwood 9523 East Bypass Road	3	6	23	29
26	Station 251, 1680 East Heritage Drive	3*	9	10	19
27	Station 108, Big Cottonwood 7688 South State Road 190	5	7	9	16
28	Station 119, Emigration 5025 East State Road 65	3	5	10	15
	<b>Grand Total</b>		<b>889</b>	<b>2654</b>	<b>3543</b>



# Fire Calls

Average: 90.8

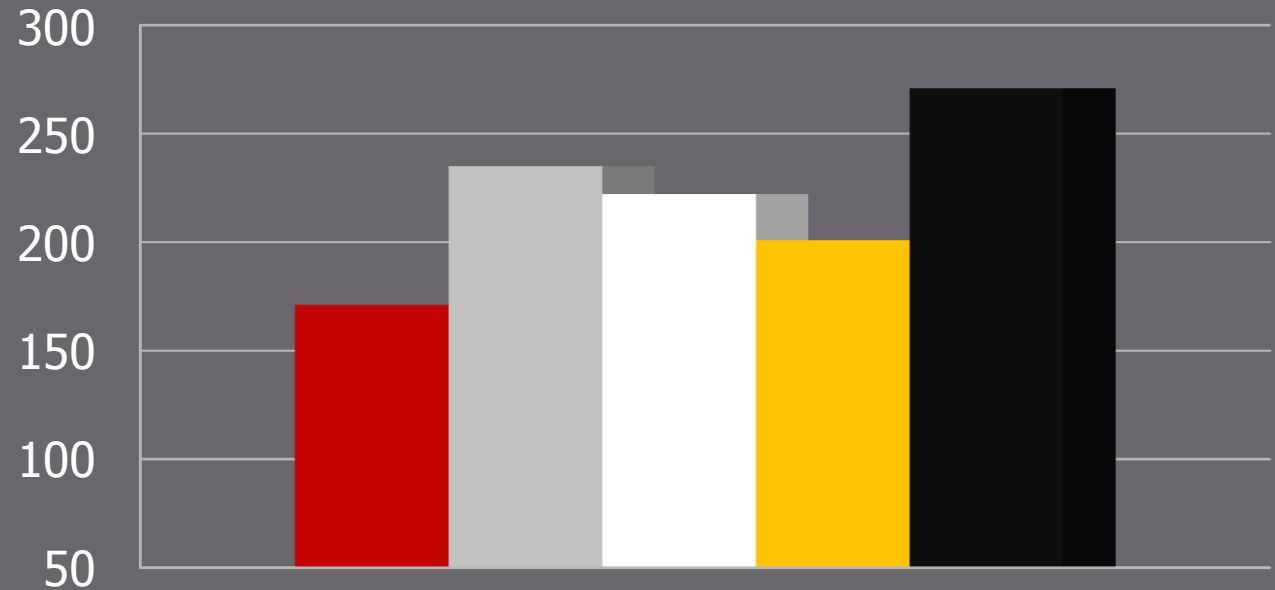


July 2010	100
July 2011	100
July 2012	106
July 2013	70
July 2014	78



# Medical Calls

Average: 220.0



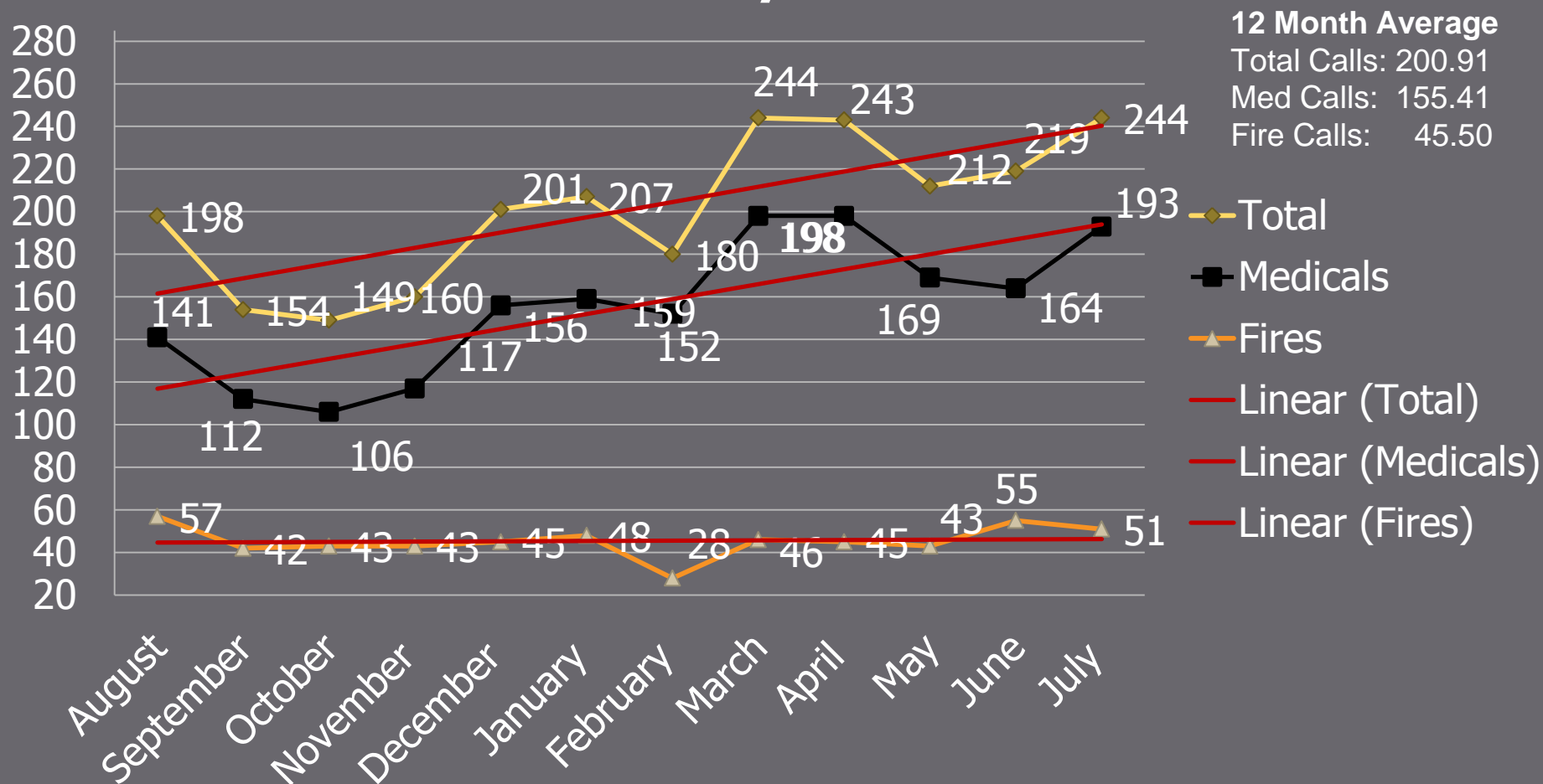
July 2010	171
July 2011	235
July 2012	222
July 2013	201
July 2014	271





# Station 110

## Calls By Month





# Station 116

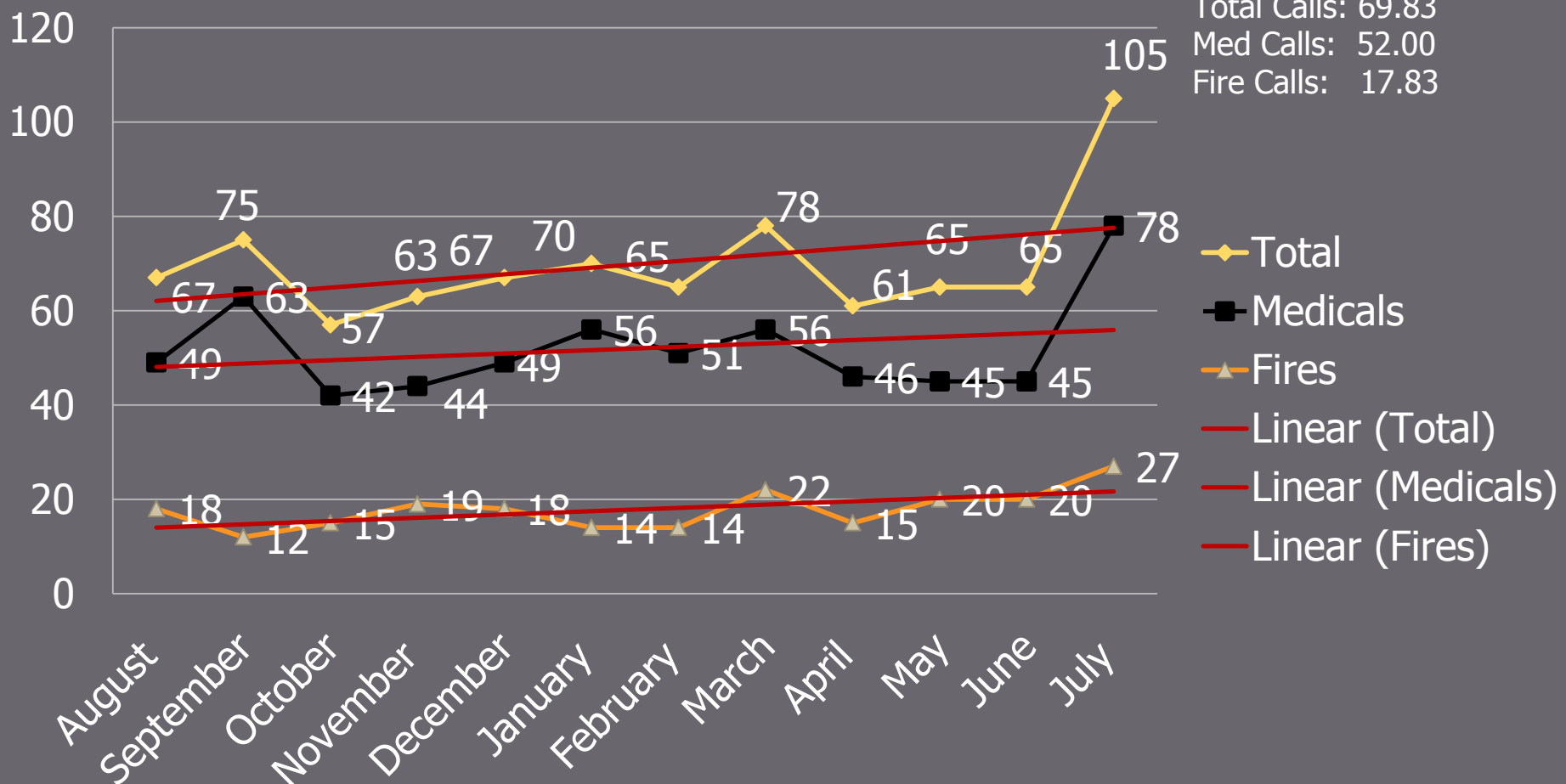
## Calls By Month

### 12 Month Average

Total Calls: 69.83

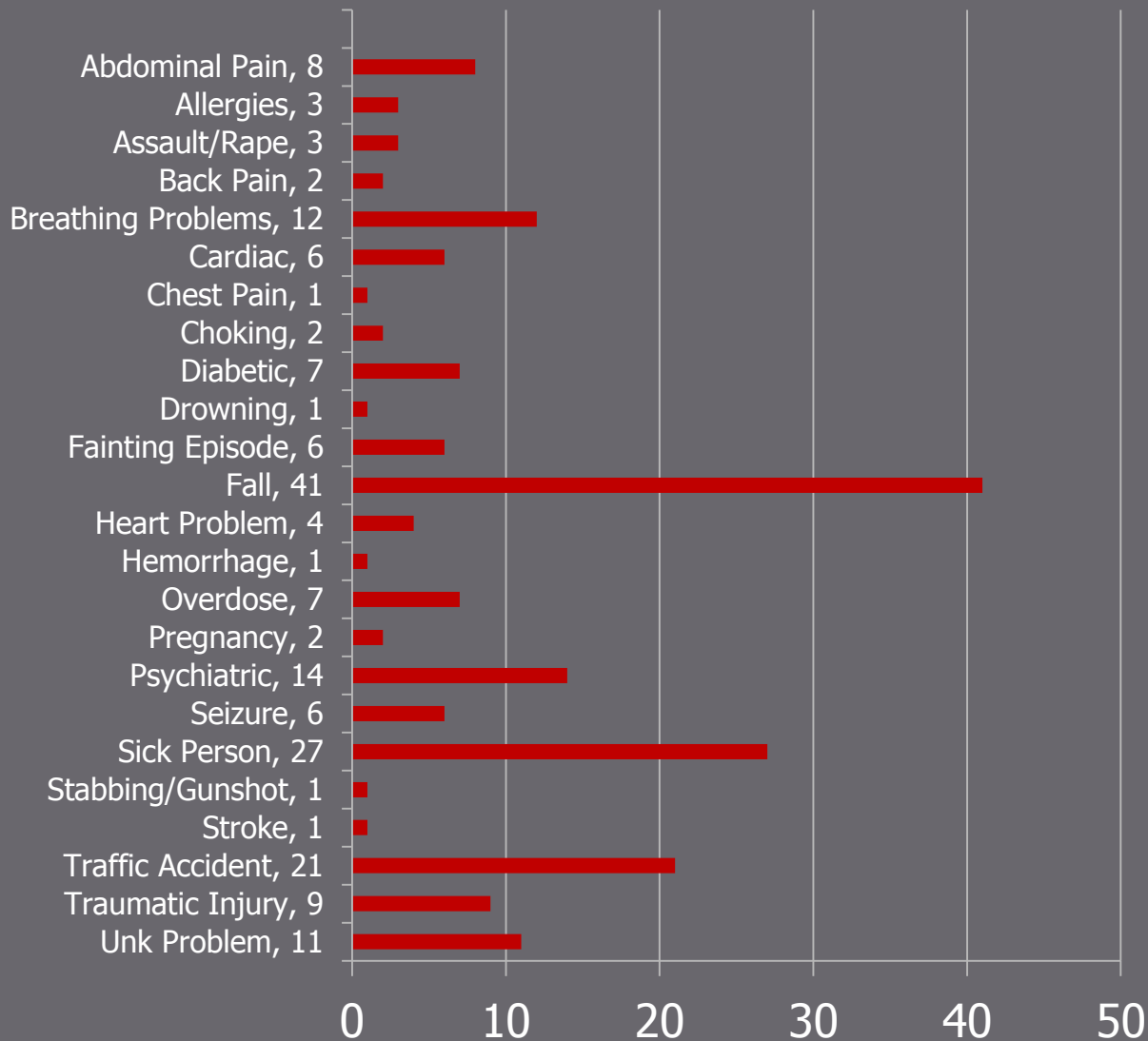
Med Calls: 52.00

Fire Calls: 17.83



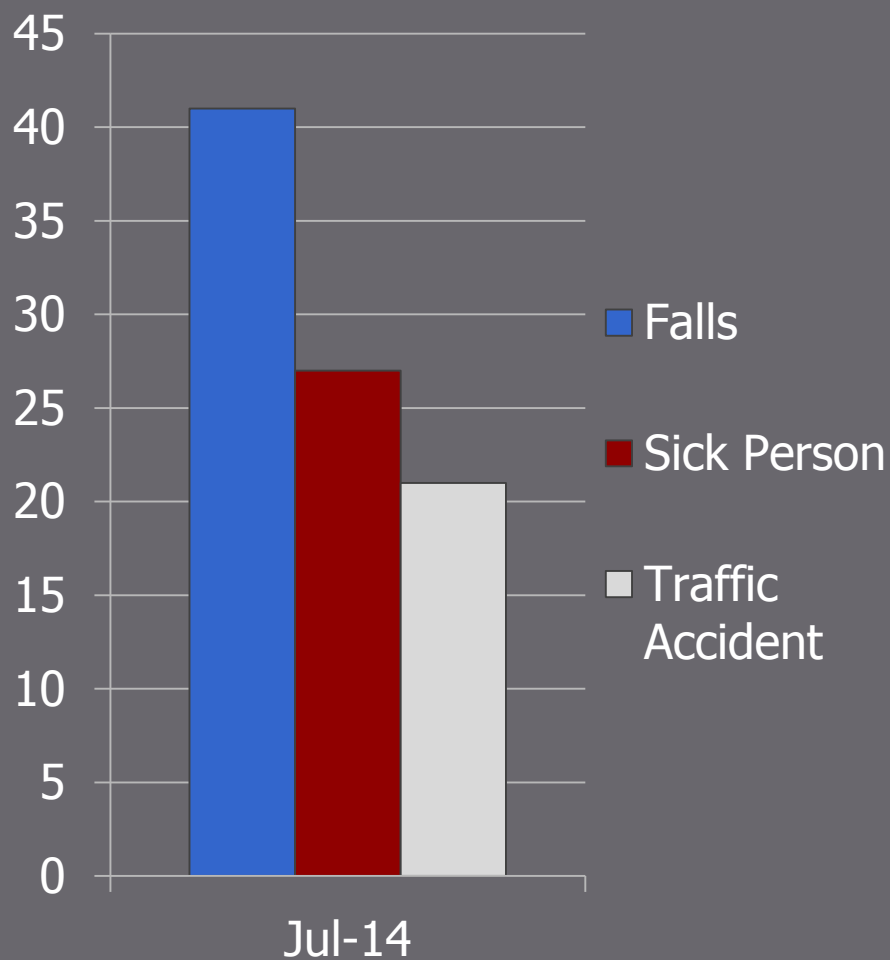
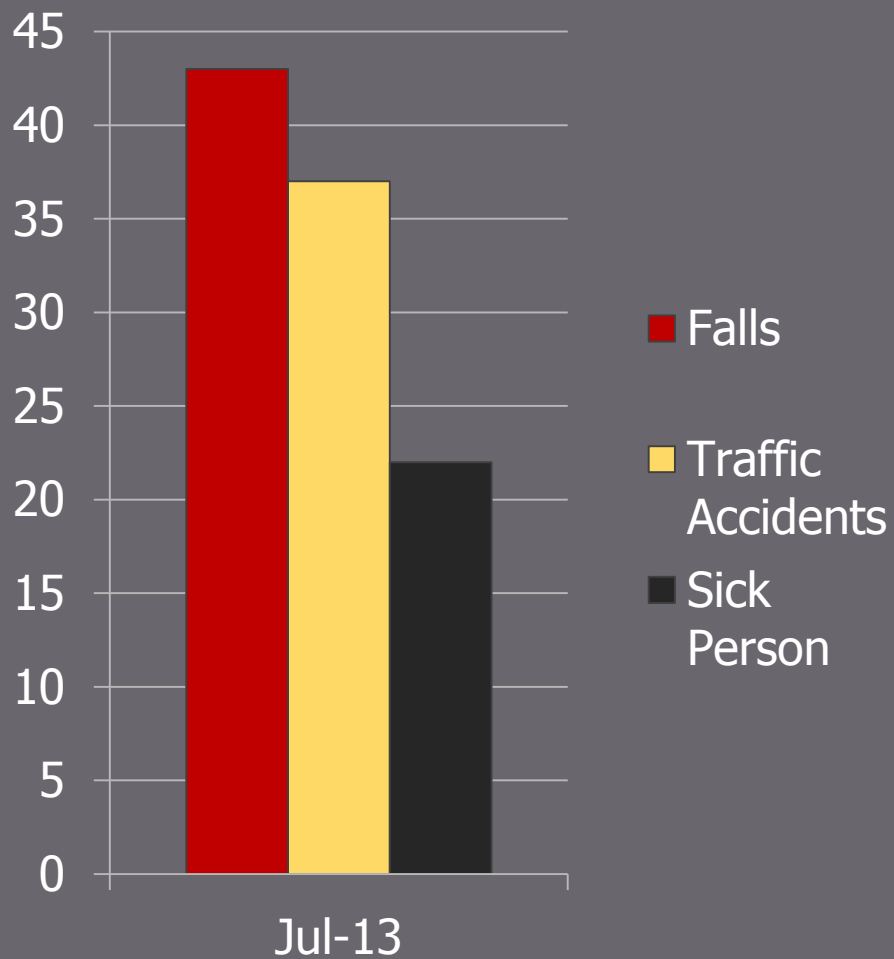


# July Medical Calls



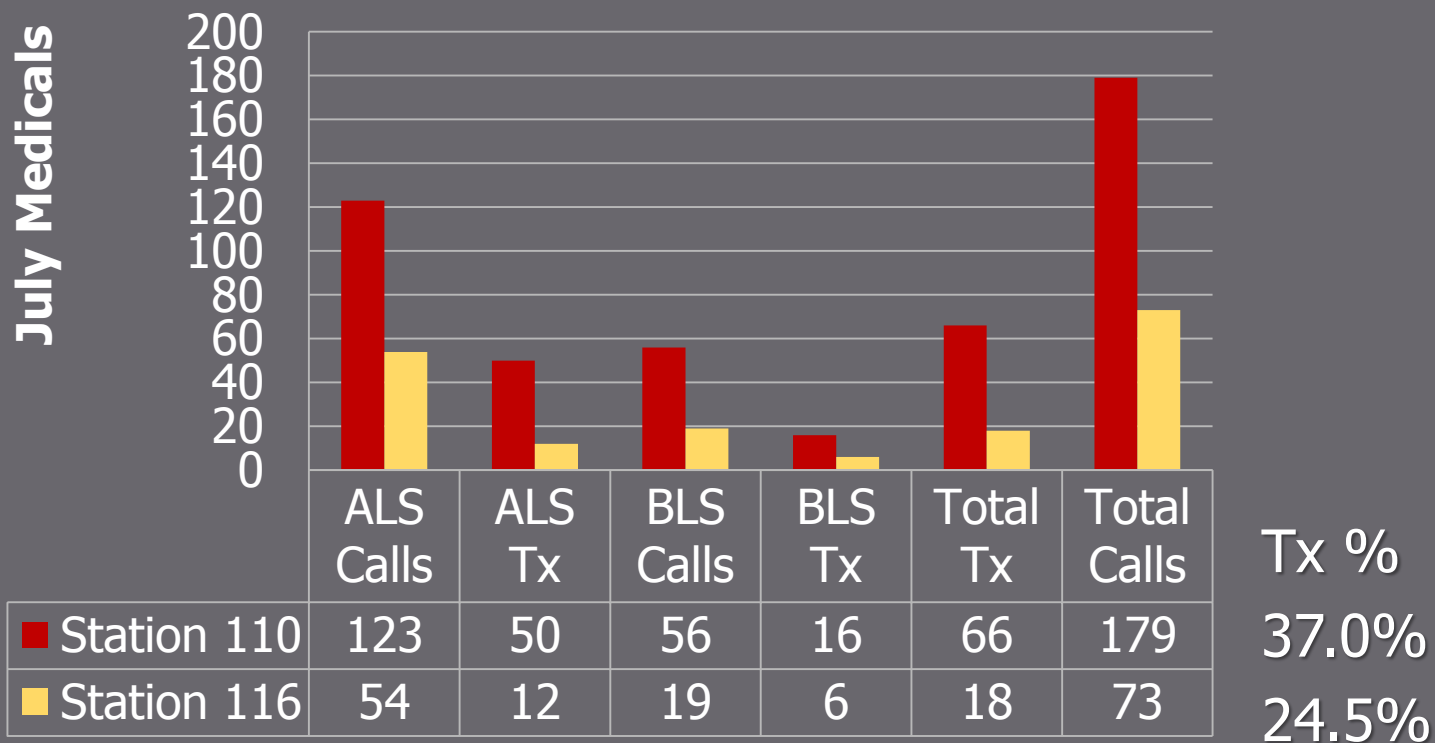


# Medical Call Comparison





# Ambulance Transports





# Station 110

## Ambulance Transports

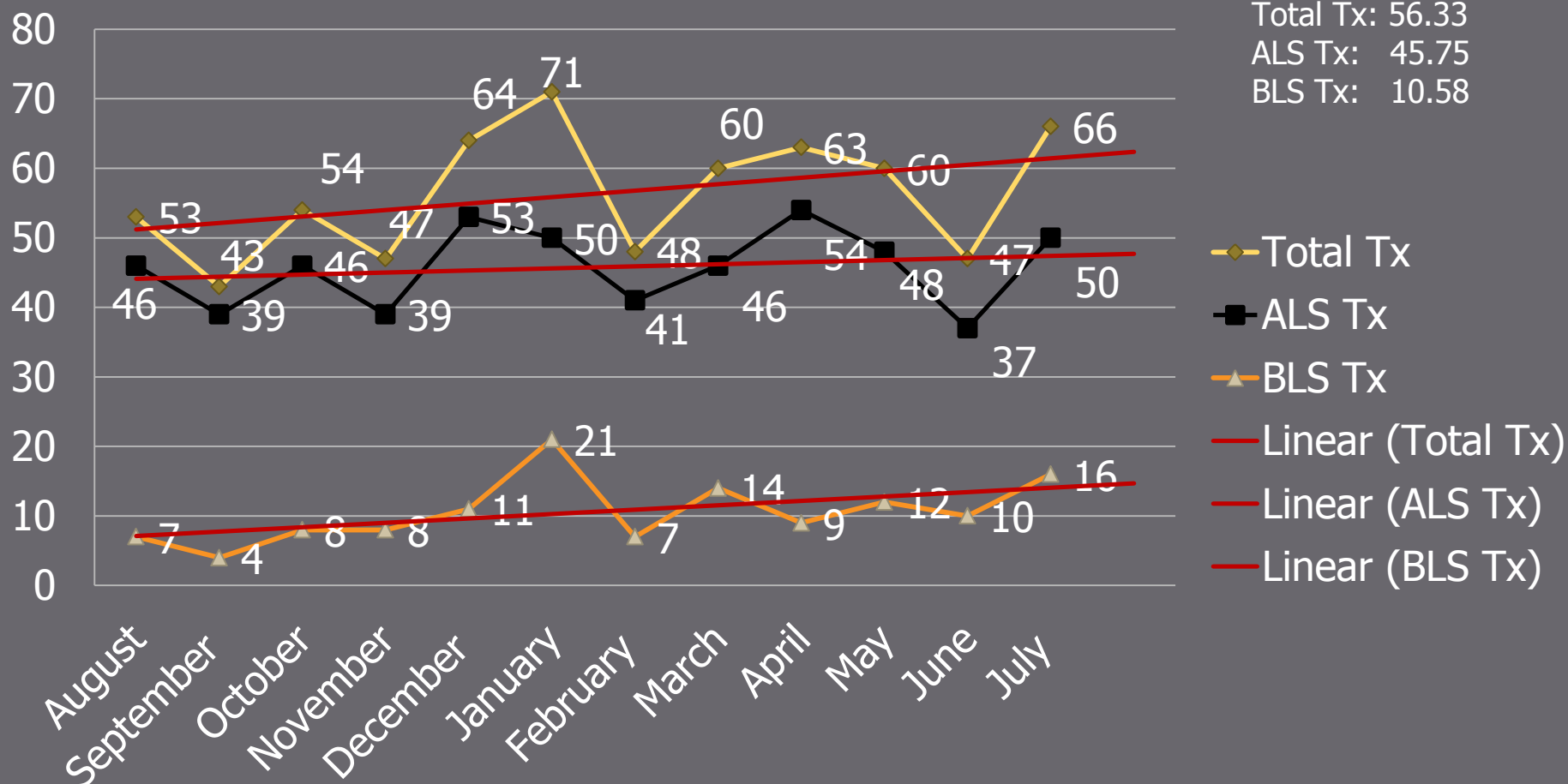
### Calls By Month

#### 12 Month Average

Total Tx: 56.33

ALS Tx: 45.75

BLS Tx: 10.58





# Station 116

## Ambulance Transports

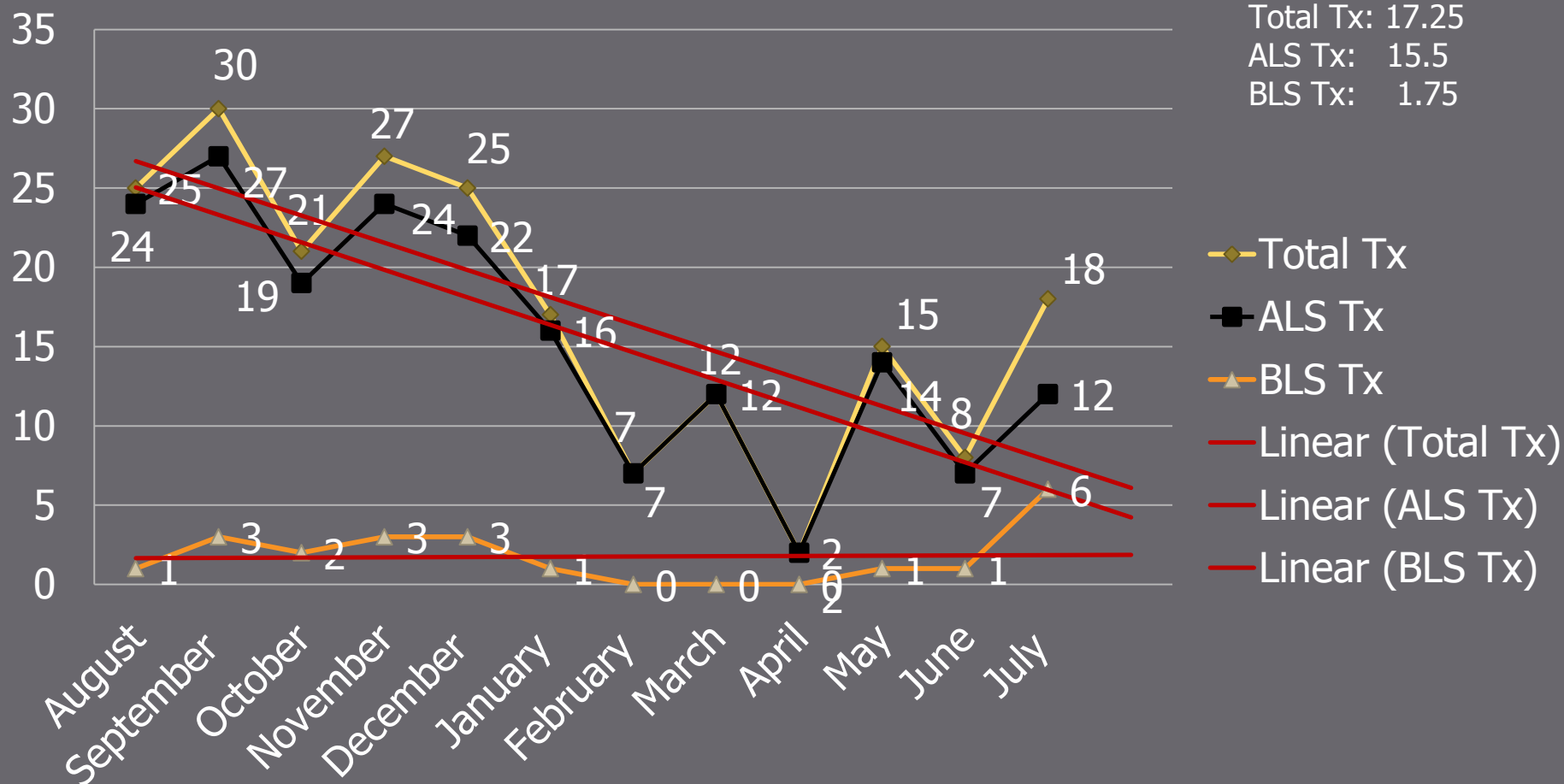
### Calls By Month

#### 12 Month Average

Total Tx: 17.25

ALS Tx: 15.5

BLS Tx: 1.75





# Customer Service Station 110 and 116

## **Station 110**

Participated in three Boy Scout talk and safety demos

Gave two station tours to citizens

Swift Water Training

PALS Practice and Training

Heavy Rescue Training

Ropes Training

## **Station 116**

Participated in one Boy Scout talk and safety demo

Gave fire safety talk and demo to preschool children

Gave three station tours to citizens

Swift Water Training

PALS Practice and Training





# In the Community

## Butlerville Days





# In the Community

## Butlerville Days





# Safety Message

## Back to School Safety Continued

### Here are some simple reminders for drivers:

- Slow down and be especially alert in the residential neighborhoods and school zones
- Take extra time to look for kids at intersections, on medians and on curbs
- Enter and exit driveways and alleys slowly and carefully
- Watch for children on and near the road in the morning and after school hours
- Reduce any distractions inside your car so you can concentrate on the road and your surroundings.
- Put down your phone and don't talk or text while driving

### Reminder for your kids:

- They should cross the street with an adult until they are at least 10 years old
- Cross the street at corners, using traffic signals and crosswalks
- Never run out into the streets or cross in between parked cars
- Make sure they always walk in front of the bus where the driver can see them
- Discuss the dangers of driving/walking and texting with their children



# Safety Message

## Back to School Safety

With summer coming to an end and the starting of school , Safe Kids USA reminds parents and drivers to do their part to keep kids safe as they walk to school.

Parents should be proactive and take the time to talk about safety with their kids before they head back to school.

Safe Kids USA recommends that parents walk the route to school with students before the start of the year to assess hazards and select a course with the least number of traffic crossings.

Adults can teach and model the following safety behaviors that all children should follow, even if they don't walk to school every day:







# Questions??

For further questions or comments please  
contact Assistant Chief Mike Watson  
[mwatson@ufa-slco.org](mailto:mwatson@ufa-slco.org)

**Unified Fire Authority**  
**3380 South 900 West**  
**Salt Lake City, UT 84119**  
**801-824-3705**  
[www.unifiedfire.org](http://www.unifiedfire.org)

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 226

### AN ORDINANCE ANNEXING APPROXIMATELY 210 ACRES LOCATED NEAR 9300 SOUTH WASATCH BOULEVARD ( GRANITE OAKS ANNEXATION)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights, Utah (the “*City*”) met in regular session on 26 August 2014 to consider, among other things, annexing an area of approximately 210 acres (the “*Property*”) located near 9300 South Wasatch Boulevard, commonly known as the Granite Oaks annexation; and

**WHEREAS**, various owners of the Property caused a petition for annexation (the “*Petition*”) to be filed with the City, together with an accurate plat of the Property which was prepared by a licensed surveyor; and

**WHEREAS**, the Council accepted the Petition for further consideration; and

**WHEREAS**, on 19 June 2014, the Council received a notice of certification (the “*Certification*”) from the City Recorder certifying that the Petition meets the requirements of state law; and

**WHEREAS**, the Council caused notice of the proposed annexation to be published in the Salt Lake Tribune and the Deseret News on 22 June 2014, 6 July 2014 and 13 July 2014; to be timely posted on the Utah Public Notice Website; and to be timely mailed to all “affected entities,” all as required by applicable law, and no timely protests were filed; and

**WHEREAS**, the Council caused notice of a public hearing regarding the proposed annexation to be published in the Salt Lake Tribune and the Deseret News on 3 August 2014, and to be timely posted on the Utah Public Notice Website, all as required by applicable law;

**WHEREAS**, on 12 August 2014, the Council held the required public hearing regarding the proposed annexation; and

**WHEREAS**, after public comment and careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City and its residents to annex the Property and to grant the Petition.

**NOW, THEREFORE, BE IT ORDAINED** by the city council of the city of Cottonwood Heights as follows:

Section 1. **Annexation of the Property.** Pursuant to UTAH CODE ANN. §10-2-407(3)(b) and/or §10-2-408, the real property described on the attached exhibits is hereby annexed to the City and the corporate limits of the City are hereby extended accordingly.

Section 2. **Notices and Filings.** The City shall provide all required notices and make all required filings concerning this annexation, including, without limitation, those required by UTAH CODE ANN. §10-2-425.

Section 3. **Zoning.** Pursuant to UTAH CODE ANN. §10-9a-504, the Council hereby finds that the Property may be unregulated as of the effective date of its annexation into the City, which the Council deems to be of compelling, countervailing public interest. Based upon such finding, the Council (a) establishes temporary zoning regulations for the annexed Property to be effective immediately upon the effective date of this annexation under UTAH CODE ANN. §10-2-425(4), which is anticipated to be 1 January 2015, and (b) pursuant to such temporary zoning regulations, imposes on the Property the zoning designations specified on the attached exhibit, except that any planned unit development conditional use under those zoning designations shall not be available to the Property during the pendency of such temporary zoning regulations; and (c) also imposes on the Property zoning conditions that are identical to any zoning conditions currently imposed on the Property by Salt Lake County. Such zoning designations and zoning conditions shall remain in effect until the first to occur of (y) re-zone of the annexed Property by the Council, or (z) six months from the effective date of the annexation, which is assumed to be 1 July 2015 (i.e., six months after the anticipated 1 January 2015 effective date of this annexation).

Section 4. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 5. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 6. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 7. **Effective Date.** This Ordinance, assigned no. 226, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute; provided, however, that (a) the annexation effected hereby shall take effect as required by UTAH CODE ANN. §10-2-425(4), as amended; and (b) Section 3 of this Ordinance shall take effect upon the effective date of this annexation under UTAH CODE ANN. §10-2-425(4), as amended.

**PASSED AND APPROVED** this 26<sup>th</sup> day of August 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

---

**Kory Solorio**, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

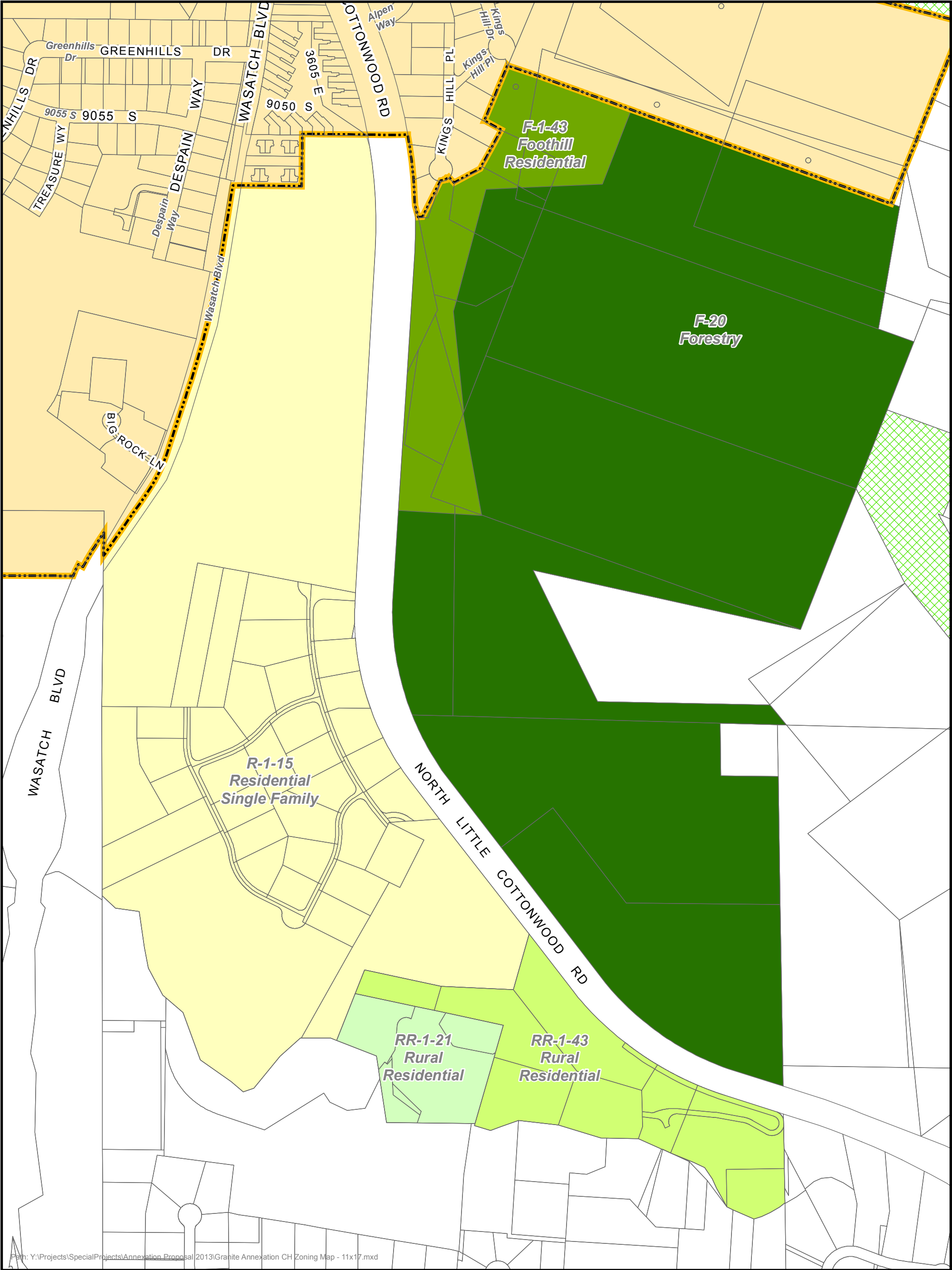
**DEPOSITED** in the Recorder's office this 26<sup>th</sup> day of August 2014.

**POSTED** this \_\_\_\_ day of August 2014.



## EXHIBIT

(Attach Map Showing Annexation Property's  
Zoning Designations Under Temporary Zoning Regulations)



Path: Y:\Projects\SpecialProjects\Annexation Proposal 2013\Granite Annexation CH Zoning Map - 11x17.mxd



# Proposed Granite Annexation Proposed Cottonwood Heights Zoning

## DISCLAIMER

This Map is provided on an as is basis. As to the use of this map you are advised that Cottonwood Heights makes no warranties expressed or implied as to the quality, and completeness, of the map and data provided. Efforts have been made to ensure the accuracy of the descriptions represented on this map, but the information is summary in nature, and is subject to change without notice.

Cottonwood Heights reserves the right to make ongoing changes to this information when it deems appropriate without obligation to any person, organization or other entity. While Cottonwood Heights has reviewed the data and information represented on this map, in no event shall Cottonwood Heights be held liable for damages arising from use by others.

Parcels

City Boundary

F-20 Forestry

F-1-43 Foothill Residential

RR-1-43 Rural Residential

RR-1-21 Rural Residential

R-1-15 Residential Single Family

Non Wilderness Forest Areas

- Map Legend -

Cottonwood Heights Zoning

N

S

E

W

00.03250.0650.13

Miles

Published:  
25 August 2014

Sources:  
Utah State AGRC  
Cottonwood Heights  
Planning Department

Cottonwood Heights  
1265 E. Fort Union Blvd.,  
Suite 250  
Cottonwood Heights, UT 84047  
(801) 944-7000

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 227

### AN ORDINANCE VACATING A PARCEL OF PUBLIC RIGHT-OF-WAY (DANISH ROAD—MENLOVE SUBDIVISION)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights, Utah (the “*City*”) met in regular session on 26 August 2014 to consider, among other things, vacating approximately 1,020 square feet of the public street, right-of-way or easement that is located at the intersection (the “*Intersection*”) of Danish Road and Creek Road and is shown and described on the exhibits that are annexed hereto (the “*Property*”); and

**WHEREAS**, to the Council’s best knowledge, at some time in the past, while the Property was part of unincorporated Salt Lake County, the Property was dedicated for use as part of the Intersection by the then owner of the contiguous real property that now is Lot 2 (“*Lot 2*”) of the Menlove Subdivision; and

**WHEREAS**, thereafter, the alignment of Danish Road and/or Creek Road was modified to omit the Property from the Intersection, and the Property therefore has not been used for the Intersection or for any other public purpose for many years; and

**WHEREAS**, UTAH CODE ANN. §10-2-609.5 provides that, following its receipt of a petition from adjacent property owners, the Council may vacate a public street, right-of-way or easement following notice and a public hearing if the Council determines that (a) good cause exists for the vacation, and (b) neither the public interest nor any person will be materially injured by the vacation; and

**WHEREAS**, on or about 8 August 2014, the owner of Lot 2 submitted a petition (the “*Petition*”) for the City to vacate the Property; and

**WHEREAS**, the Council caused notice of a public hearing concerning the proposed vacation of the Property to be given as required by UTAH CODE ANN. §10-9a-208; and

**WHEREAS**, on 26 August 2014, the Council held the required public hearing regarding the proposed vacation of the Property as requested by the Petition; and

**WHEREAS**, after public comment and careful consideration, the Council has determined that good cause exists for the vacation of the Property and that neither the public interest nor any person will be materially injured by the vacation of the Property.

**NOW, THEREFORE, BE IT ORDAINED** by the city council of the city of Cottonwood Heights as follows:

Section 1.     ***Vacation of the Property.***

(a) Pursuant to UTAH CODE ANN. §10-2-609.5, any and all interests of the City in the Property as a public street, right-of-way or easement are hereby vacated, based on the Council's findings that good cause exists for such vacation of the Property and that neither the public interest nor any person will be materially injured by such vacation of the Property; and

(b) The action of the Council in vacating the street, right-of-way or easement on the Property shall operate as a revocation of the acceptance of and the relinquishment of the City's fee in the vacated Property.

Section 2. **Notices and Filings.** The City promptly shall cause this ordinance to be recorded in the official records of the Recorder of Salt Lake County, Utah as required by UTAH CODE ANN. §10-2-609.5(4)(b).

Section 3. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. **Effective Date.** This Ordinance, assigned no. 227, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute; provided, however, that (a) the annexation effected hereby shall take effect as required by UTAH CODE ANN. §10-2-425(4), as amended; and (b) Section 3 of this Ordinance shall take effect upon the effective date of this annexation under UTAH CODE ANN. §10-2-425(4), as amended.

**PASSED AND APPROVED** this 26<sup>th</sup> day of August 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

**DEPOSITED** in the Recorder's office this 26<sup>th</sup> day of August 2014.

**POSTED** this \_\_\_\_ day of August 2014.

## EXHIBIT

(Attach Legal Description and Map of the Property)

**DEFERS APPROVAL** THAT SALE OF THE BUSINESS OF OPERATING THE LOCATION INVOLVES CORPSE AND DISPOSITION OF ITS RIGHTS-OF-ITS EASMENTS AND ITS EXISTING FACILITIES. THIS APPROVAL SHALL NOT BE BINDING ON THE COMPANY OR ITS EMPLOYEES UNLESS IT IS APPROVED BY THE BOARD OF DIRECTORS AND EMPLOYEES ARE SUBJECT TO ANY RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS OR BY ANY OTHER INSTRUMENTS OF RECORD. THIS APPROVAL DOES NOT CONSTITUTE ASSUMPTION OF LIABILITY FOR ANY OF THE COMPANY'S OBLIGATIONS OR LIABILITIES OR FOR ANY OF ITS OTHER EXISTING RIGHT, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR OTHER. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS OR ANY OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION, INCLUDING AGREEMENTS, CONTACT THE COMPANY'S NATURAL GAS SERVICE DEPARTMENT AT 1-800-364-8903. QUESTIONS RIGHT OF-WAY DEPARTMENT AT 1-800-364-8903.

LOCATED IN THE NORTHWEST QUARTER  
OF SECTION 35,  
TOWNSHIP 2 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
COTTONWOOD HEIGHTS, SALT LAKE COUNTY, UTAH

**CONVEYOR'S CERTIFICATE**

**PATRICK M. HARRIS**, do hereby certify that I am a Registered Civil Engineer, and a Land Surveyor, and that I hold Certificate No. 1286380, as prescribed under laws of the State of Illinois. Further, I certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereinafter to be known as

**MENLOVE SUBDIVISION**

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

Diagram illustrating a circular curve. The curve is defined by a center point and a radius. The curve data is given as:

- Curve Data:  $D=5^\circ 43' 32''$ ,  $R=325.00'$ ,  $L=245.11'$
- Point of Curvature: The point where the curve begins, marked with a circle and a cross.

[illegible]

HILLSBOROUGH  
ESTATES NO. 2

[illegible]

## MENLOVE SUBDIVISION

---

In witness whereof \_\_\_\_\_ have hereunto set this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 20\_\_\_\_.

CURVE DATA  
D=24148'  
R=20.00'  
L=4.45'

---

STATE OF UTAH ) s.s.  
County of Salt Lake

\_\_\_\_\_ of \_\_\_\_\_, and that the within and foregoing instrument was signed voluntarily for said corporation and for the uses and purposes herein mentioned.

Commission Expires: \_\_\_\_\_

\_\_\_\_\_

residing in \_\_\_\_\_

Notary Public

21"

38.68"

**MENLOVE SUBDIVISION**  
 LOCATED IN THE NORTHWEST QUARTER OF  
 SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.

GRAPHIC SCALE

0 10 20 40 60 80

COTTONWOOD HEIGHTS, SALT LAKE COUNTY, UTAH  
HENLOVE SUBDIVISION  
8044 SOUTH DANISH ROAD  
COTTONWOOD HEIGHTS, UT 84201



( IN FEET )  
1 inch = 50 ft.

PAUL PERLOVE 8044 SOUTH DANISH ROAD COTTONWOOD HEIGHTS, UT 84021

---

**RECORDED •**

---

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF

45 West 10000 South, Suite 500  
Sandy, Utah 84070  
(801) 255-0529  
fax (801)-255-4449

DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FEE \$ \_\_\_\_\_  
SALT LAKE COUNTY RECORDER

FINAL PLAT	DATE: 12/03/03
PAGE 1 OF 1	BOOK: 36000

## **Menlove Subdivision Legal Description:**

Beginning at a point said point being South  $0^{\circ}04'26''$  East 1676.06 feet along the quarter section line and West 44.71 feet from the North Quarter Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running:

thence South  $70^{\circ}07'00''$  West 69.16 feet;  
thence Northeasterly 92.26 feet along the arc of a 50.00 foot radius curve to the left  
(center bears North  $19^{\circ}52'53''$  West and the chord bears North  $17^{\circ}15'33''$  East 79.72 feet with a  
central angle of  $105^{\circ}43'09''$ );  
thence South  $35^{\circ}36'00''$  East 43.39 feet;  
thence South  $40^{\circ}32'34''$  East 17.80 feet;  
thence South  $50^{\circ}13'00''$  East 5.93 feet to the point of beginning.

Contains 1,020 square feet or 0.023 acres.



# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-53

### A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY (OLD MILL FENCE MAINTENANCE EASEMENT)

**WHEREAS**, the city of Cottonwood Heights (the “*City*”) has established the “Big Cottonwood” public trail (the “*Trail*”) from the terminus of the “Holladay Trail” at the City’s boundary near the “Knudsen Corner” intersection of I-215 and Holladay Blvd., to the Bonneville Shoreline Trail in Big Cottonwood Canyon; and

**WHEREAS**, Salt Lake County (the “*County*”) owns approximately 10.87 acres of real property (the “*Property*”) located at approximately 6660 South Big Cottonwood Canyon Road, Cottonwood Heights, Utah; and

**WHEREAS**, a portion of the Trail crosses the Property along the rear boundaries of the residential properties located between 3123-3195 East Walker Mill Drive in the City (collectively, the “*Affected Properties*”); and

**WHEREAS**, in connection with its establishment of the Trail, the City erected a precast concrete fence (the “*Fence*”) to provide a visual barrier between the Trail and the back yards of the Affected Properties, as described in a series of “Fence Agreement” documents (the “*Fence Agreements*”) that are dated effective 15 September 2010 and are between the City and the various owners of the Affected Properties; and

**WHEREAS**, although the Fence Agreements authorized the City to enter the Affected Properties in order to construct and maintain the Fence, they also require the City to seek to obtain a replacement easement from the County authorizing the City to use a portion of the Property to allow access for workmen, materials, vehicles and equipment as needed to construct, repair, maintain and replace the Fence in the future; and

**WHEREAS**, the County has agreed to cooperate with the City’s request for such accommodation, and is willing to grant an easement across the Property for the purposes, and on the terms and conditions, specified in a certain proposed interlocal agreement between the City and the County, a copy of which is annexed hereto (the “*Agreement*”); and

**WHEREAS**, the City and the County are “public agencies” for purposes of the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.* (the “*Cooperation Act*”), and are authorized by the Cooperation Act to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Cooperation Act also provides that any public agency may convey property to or acquire property from any other public agency for consideration as may be agreed upon; and

**WHEREAS**, the City's municipal council (the "*Council*") met in regular session on 26 August 2014 to consider, among other things, approving the City's entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement; and

**WHEREAS**, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-53, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 26<sup>th</sup> day of August 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____ Nay ____
Michael L. Shelton	Yea ____ Nay ____
J. Scott Bracken	Yea ____ Nay ____
Michael J. Peterson	Yea ____ Nay ____
Tee W. Tyler	Yea ____ Nay ____

**DEPOSITED** in the office of the City Recorder this 26<sup>th</sup> day of August 2014.

**RECORDED** this \_\_\_\_ day of August 2014.

# Interlocal Cooperation Agreement

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "*Agreement*") is made effective \_\_\_\_\_ 2014 by **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah ("*County*"), and **COTTONWOOD HEIGHTS**, a Utah municipality ("*City*").

## **RECITALS:**

A. County and City are public agencies for purposes of the Interlocal Cooperation Act (UTAH CODE ANN. §11-13-101, *et seq.*) (the "*Interlocal Act*").

B. UTAH CODE ANN. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

C. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

D. City has established the "Big Cottonwood" public trail (the "*Trail*") from the terminus of the "Holladay Trail" at the City's boundary near the "Knudsen Corner" intersection of I-215 and Holladay Blvd., to the Bonneville Shoreline Trail in Big Cottonwood Canyon.

E. County owns approximately 10.87 acres of real property (the "*Property*") located at approximately 6660 South Big Cottonwood Canyon Road, Cottonwood Heights, Utah. A portion of the Trail crosses the Property along the rear boundaries of the residential properties located between 3123-3207 East Walker Mill Drive in the City (collectively, the "*Affected Properties*").

F. In connection with its establishment of the Trail, City constructed a precast concrete fence (the "*Fence*") to provide a visual barrier between the Trail and the back yards of the Affected Properties, as described in a series of "Fence Agreement" documents (the "*Fence Agreements*") that are dated effective 15 September 2010 and are between City and the various owners of the Affected Properties.

G. Although the Fence Agreements authorized City to enter the Affected Properties in order to construct and maintain the Fence, they also require City to seek to obtain a replacement easement from County authorizing City to use a portion of the Property to allow access for workmen, materials, vehicles and equipment as needed to construct, repair, maintain and replace the Fence in the future.

G. County desires to cooperate with City's request for such accommodation, and is willing to grant an easement across the Property for the purposes, and on the terms and conditions, specified in this Agreement.

## **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Grant of Easement.** County shall grant and convey to City the non-exclusive ten foot wide easement (the “*Easement*”) over and across the Property described in Exhibit “A” attached hereto and made a part hereof. The purpose of the Easement is to allow City (including its employees, agents and contractors), at City’s cost, to construct, re-construct, install, maintain, use, operate, inspect, replace and repair the Fence. Any rights of ingress and egress over and across adjacent and contiguous property owned by County which are not covered by other easements must be obtained in writing from the Salt Lake County Flood Control Division. This Agreement does not authorize City to construct any additional improvements on the Property.

Section 2. **Protection of Infrastructure.** A flood control basin, a dam, a spillway and related improvements (collectively, the “*Infrastructure*”) on the Property are integral components of County’s flood control system. The parties intend that the existence and use of the Easement on the Property shall not in any way interfere with County’s use of the Infrastructure or the utility of the Property and the Infrastructure for County’s flood control purposes. City’s use of the Easement shall at all times preserve the structural integrity and utility of the Infrastructure, and City shall not adversely impact any of the Infrastructure in any way through use of the Easement.

Section 3. **No Other Use.** The Easement is granted for the limited purposes specified in Section 1, above. City disclaims any right to use the Easement or any other portion of the Property for any other purpose(s).

Section 4. **No Interference; Reservation of Rights.** County reserves and retains for itself and its successors, assigns and designees (a) the right to reasonably cross the Easement; and (b) the right to reasonably use the Easement for any and all purposes which do not materially interfere with City’s use of the Easement as provided herein.

Section 5. **Duration.** The Easement granted herein shall be perpetual in duration.

Section 6. **Covenants Run with Land.** The Easement shall (a) create an equitable servitude on the Property in favor of City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon County and City, their respective successors and their assigns.

Section 7. **Indemnity.** City and County are governmental entities under the Utah Governmental Immunity Act (UTAH CODE ANN. §63-30d-101, *et seq.*) (the “*Immunity Act*”). Consistent with the Immunity Act, each party shall be responsible and liable for its own wrongful or negligent acts which are committed by it or by its own officials (whether elected or appointed), employees or contractors (“*its related parties*”). Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by the Immunity Act.

Subject to the foregoing, City shall defend, indemnify, save and hold harmless County and its related parties from and against any and all demands, liabilities, claims, damages, actions or proceedings, in law or in equity, including reasonable attorney’s fees and costs of suit, relating to or arising from the actions of City or its related parties in connection with City’s use of the

Easement under this Agreement, except to the extent that such demands, claims, actions or proceedings may result from the negligence, violation of this Agreement, or misconduct of County or its related parties.

Section 8. **Additional Interlocal Act Issues.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. §11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of County's mayor or designee and City's manager or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Termination.** This Agreement may be partially or completely terminated only through a writing, signed by both parties, effecting such termination.

(e) **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for City and County for approval in accordance with UTAH CODE ANN. §11-13-202.5.

Section 9. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is the essence of this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Attorneys' Fees. If any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy proceeding.

(k) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above.

**IN WITNESS WHEREOF**, County by resolution of its city council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder, and City by resolution duly adopted by its city council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

*[Signature pages follow.]*

SALT LAKE COUNTY

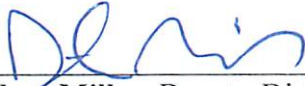
By: \_\_\_\_\_  
Mayor or Designee

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, bu authority of law.

\_\_\_\_\_  
Notary Public

**Approved As To Form and Legality:**

  
\_\_\_\_\_  
**Adam Miller**, Deputy District Attorney  
Date: Aug 21, 2014



**COTTONWOOD HEIGHTS**, a Utah municipality

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, City Recorder**

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 2014 by **Kelvyn H. Cullimore, Jr.** and **Kory Solorio** as the mayor and the recorder, respectively, of **COTTONWOOD HEIGHTS**, a municipality and political subdivision of the State of Utah.

\_\_\_\_\_  
Notary Public

**Approved As To Form and Legality:**

\_\_\_\_\_  
**Wm. Shane Topham, City Attorney**  
Date: \_\_\_\_\_, 2014

Exhibit “A” to  
Interlocal Cooperation Agreement

WHEN RECORDED, MAIL TO:

Cottonwood Heights  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047

Affects Parcel No. 22-23-401-001

**PERPETUAL ACCESS EASEMENT**

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, does hereby grant and convey to COTTONWOOD HEIGHTS, a Utah municipal corporation, Grantee, its successors and assigns, for the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive perpetual access easement 10.0 feet in width over and across the following described property for purposes of inspecting, maintaining, repairing, and replacing an existing precast concrete fence. Any rights of ingress and egress over and across adjacent and contiguous property owned by Grantor that are not covered by other easements must be obtained in writing from the Salt Lake County Flood Control Division.

SEE EXHIBIT "A"

WITNESS the hand of said GRANTOR this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR:** Salt Lake County

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

STATE OF UTAH            )  
                                      :SS  
County of Salt Lake        )

APPROVED AS TO FORM  
District Attorney's Office  
By: \_\_\_\_\_  
Deputy District Attorney  
Adam Miller  
Print Name  
Date: 21 Aug 2014

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

STATE OF UTAH            )  
                                      :SS  
County of Salt Lake        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say and acknowledge that (s)he is the \_\_\_\_\_ of Salt Lake County, and that the foregoing instrument was signed by her (him) on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

**(EXHIBIT A)**

An access easement being part of an entire tract of land located in the Southeast Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said entire tract was conveyed to Salt Lake County (22-23-401-001), per that Warranty Deed recorded in Book 4138 Page 127 in the Office of the Salt Lake County Recorder. Said access easement is a strip of land, 10.00 feet wide, lying perpendicularly distant northerly from that portion of the southerly boundary line of said entire tract, described as follows:

**Beginning** at the southwesterly corner of said entire tract, which point is 900 feet S. 0°54'10" W. along the center of section line from the center of said Section 23, which point is the northwest corner of Lot 23 of the Old Mill Estates Plat A Subdivision, as platted and recorded in Book 89-9 Page 94 in the Office of said Recorder; thence East 831 feet along the southerly boundary line of said entire tract and the north boundary line of said Old Mill Estates Plat A Subdivision and the north boundary line of the Old Mill Estates Plat B Subdivision as platted and recorded in Book 90-8 Page 100 in the Office of said Recorder, and an extension thereof, to the easterly boundary line of said entire tract, being the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on the west boundary line and terminate on the easterly boundary line of said entire tract.

The above described access easement contains 8,322 square feet in area or 0.191 acres, more or less.

**BASIS OF BEARING:**                      The Basis of Bearing is S. 0°54'10" W. between the center section monument and the South Quarter Corner monument in said Section 23

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-54

### A RESOLUTION APPROVING AND RATIFYING A BID AND AWARDING A CONSTRUCTION CONTRACT TO QUICKSILVER CONCRETE, INC. (MISCELLANEOUS CONCRETE REPLACEMENT PROJECTS)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 26 August 2014 to consider, among other things, (a) approving and ratifying the City’s acceptance of a \$114,537.50 bid from Quicksilver Concrete, Inc. (“*Contractor*”) for miscellaneous concrete replacement projects under the City’s project no. CHC.284 (the “*Project*”); and (b) authorizing the City’s entry into an agreement for such construction services (the “*Agreement*”) with Contractor on such terms and conditions as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney, a draft copy of which is annexed as an exhibit hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s acceptance of Contractor’s bid for the Project and to authorize the City’s entry into the Agreement with Contractor as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the Council hereby (a) approves and ratifies the City’s acceptance of Contractor’s bid for the Project, and (b) authorizes the City’s entry into the Agreement with Contractor on such terms and conditions as may be approved by the City’s mayor and manager in consultation with the City’s director of public works, the City engineer and the City attorney.

This Resolution, assigned no. 2014-54, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 26<sup>th</sup> day of August 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____ Nay ____
Michael L. Shelton	Yea ____ Nay ____
J. Scott Bracken	Yea ____ Nay ____
Michael J. Peterson	Yea ____ Nay ____
Tee W. Tyler	Yea ____ Nay ____

**DEPOSITED** in the office of the City Recorder this 26<sup>th</sup> day of August 2014.

**RECORDED** this \_\_\_\_ day of August 2014.



## SECTION 00500

### AGREEMENT

THIS AGREEMENT, made this 26<sup>th</sup> day of AUGUST, 2014, by and between the CITY OF COTTONWOOD HEIGHTS, hereinafter called "OWNER" and QUICKSILVER CONCRETE, INC. doing business as CORPORATION, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of the "2014-2016 MISCELLANEOUS CONCRETE REPLACEMENT PROJECTS AT VARIOUS LOCATIONS WITHIN THE CITY --- PROJECT # CHC.284".

2. The CONTRACTOR will furnish all of materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECTS described herein.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED; and will complete the same between June 30, 2014 and June 30, 2016, after the date of the NOTICE TO PROCEED; unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) SECTION 00100 - INVITATION TO BID
- (B) SECTION 00200 - INSTRUCTIONS TO BIDDERS
- (C) SECTION 00250 - ADDITIONAL INSTRUCTIONS TO BIDDERS
- (D) SECTION 00260 - CONTRACTOR'S QUALIFICATION AND EXPERIENCE  
AFFIDAVIT
- (E) SECTION 00410 - BID
- (F) SECTION 00420 - BID SCHEDULE
- (G) SECTION 00450 - BID BOND - NOT INCLUDED
- (H) SECTION 00500 - AGREEMENT
- (I) SECTION 00510 - PAYMENT BOND (100 PERCENT)
- (J) SECTION 00520 - PERFORMANCE BOND (100 PERCENT)
- (K) SECTION 00530 - NOTICE OF AWARD
- (L) SECTION 00540 - NOTICE TO PROCEED
- (M) SECTION 00560 - CHANGE ORDER
- (N) SECTION 00570 - NOTICE OF SUBSTANTIAL COMPLETION

- (O) SECTION 00580 - NOTICE OF COMPLETION
- (P) GENERAL CONDITIONS
- (Q) SUPPLEMENTAL GENERAL CONDITIONS
- (R) SPECIFICATIONS prepared and issued by GILSON ENGINEERING, INC.  
Consulting Engineers, dated JULY, 2014.
- (S) DRAWINGS prepared by Gilson Engineering, Consulting Engineers  
(See enumeration in Supplemental General Conditions)
- (T) ADDENDA:  
N/A

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies, each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF COTTONWOOD HEIGHTS

BY \_\_\_\_\_

NAME KELVYN CULLIMORE  
(Please Type)

TITLE Mayor  
(SEAL)

ATTEST:

\_\_\_\_\_  
NAME LINDA DUNLAVY  
(Please Type)

TITLE CITY RECORDER

CONTRACTOR:

Quicksilver Concrete, Inc.

BY \_\_\_\_\_

NAME Gradie Allred  
(Please Type)

ADDRESS 548 SOUTH 600 EAST

Lehi, Utah 84043

(SEAL)

ATTEST:

\_\_\_\_\_  
NAME \_\_\_\_\_  
(Please Type)

TITLE \_\_\_\_\_

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-55

### A RESOLUTION APPROVING ENTRY INTO AMENDMENT No. 2 TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PUBLIC WORKS-RELATED MATERIALS AND SERVICES

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et seq.*, provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, on 22 October 2013, pursuant to its Resolution No. 2013-46, the city council (the “*Council*”) of the city of Cottonwood Heights (“*City*”) approved City’s entry into an interlocal agreement (the “*Agreement*”) with Salt Lake County (“*County*”) whereunder County would provide to City certain public works-related materials and services upon City’s request; and

**WHEREAS**, on 17 December 2013, pursuant to its Resolution No. 2013-54, the Council approved the City’s entry into an amendment to the Agreement which provided, *inter alia*, that County also would provide fabrication and maintenance of street and regulatory signs, and maintenance of school zone signs and lights, at City’s request; and

**WHEREAS**, the Council met in regular session on 26 August 2014 to consider, among other things, approving City’s entry into a second amendment to the Agreement (“*Amendment No. 2*”) extending the expiration date of the Agreement, as previously amended, to 30 June 2015; and

**WHEREAS**, the Council has reviewed the form of Amendment No. 2, a photocopy of which is annexed hereto; and

**WHEREAS**, City’s city attorney has approved the form of Amendment No. 2 as required by UTAH CODE ANN. §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City’s residents to approve City’s entry into Amendment No. 2 as proposed in order to make efficient use of City’s resources;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the attached Amendment No. 2 with County is hereby approved, and that City’s mayor and recorder are authorized and directed to execute and deliver Amendment No. 2 on City’s behalf.

This Resolution, assigned no. 2014-55, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 26<sup>th</sup> day of August 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

**DEPOSITED** in the office of the City Recorder this 26<sup>th</sup> day of August 2014.

**RECORDED** this \_\_\_\_ day of August 2014.

**AMENDMENT NO. 2  
TO AGREEMENT FOR  
PUBLIC WORKS-RELATED MATERIALS AND SERVICES  
BETWEEN  
SALT LAKE COUNTY  
AND  
COTTONWOOD HEIGHTS**

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THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and amends an existing interlocal agreement between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and the COTTONWOOD HEIGHTS (the "CITY"), a municipal corporation of the State of Utah.

**RECITALS**

A. The parties entered into an agreement (Salt Lake County Contract No. PH13168C) pursuant to the Utah Interlocal Cooperation Act, under which the COUNTY would provide certain public works-related materials and services to the CITY (the "Agreement").

B. On January 10, 2014, the parties amended the Agreement to include additional services.

C. The parties now desire to extend the term of the Agreement for one additional one-year period upon the same terms and conditions.

**AMENDMENT**

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and pursuant to Sections 2 and 7 of the Agreement, the parties agree to amend the Agreement as follows:

1. The Agreement is hereby amended to extend the term for one additional one-year period. The term of the Agreement shall therefore end on June 30, 2015.

2. Except as specifically amended, all of the terms and provisions of the Agreement shall remain in full legal force and effect.

3. The parties acknowledge that this amendment is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage and archive this amendment in accordance with the provisions of that Act.

IN WITNESS WHEREOF, the parties do execute this amendment as of the day and year first above written.

**SALT LAKE COUNTY**

By \_\_\_\_\_  
Mayor or Designee

**COTTONWOOD HEIGHTS**

Approved as to legal form:

\_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM  
District Attorney's Office  
By: \_\_\_\_\_  
Deputy District Attorney  
Adam Miller  
Print Name  
Date: 21 Aug 2014